THE HON'BLE MR JUSTICE V.V.S.RAO

WRIT PETITION NO.17726 OF 1999

Dated:01.02.2006

BETWEEN

M/s.Vani Marines (Private) Limited.

....PETITIONER

AND

Visakhapatnam Port Trust, rep. by its Executive Engineer (Electrical), Visakhapatnam

....RESPONDENT

THE HON'BLE MR JUSTICE V.V.S.RAO

WRIT PETITION NO.17726 OF 1999

ORDER:

The petitioner is a private limited company engaged in manufacturing of ice. The petitioner was allotted land on lease by the respondent-Visakhapatnam Port Trust (hereafter called, the Port Trust) under a lease deed, dated 10.06.1981, for a period of 30 years. It appears when the petitioner was about to avail power supply for its ice manufacturing unit, the Port Trust prevailed upon the petitioner to avail power supply from it, instead of Andhra Pradesh State Electricity Board (APSEB). Accordingly, a separate meter was fixed to the petitioner's premises and power was being supplied from 1981 onwards.

By letter No.OHC/Elecl./1186, dated 10.04.1999, the Executive Engineer (E) of the respondent Port Trust informed the petitioner that power supply cannot be continued any longer by it and the petitioner was requested to make arrangements to obtain power supply from APSEB within three months from the date of receipt of the said letter. Aggrieved by the same, the present writ petition is filed.

Opposing the writ petition, a counter affidavit is filed by the Senior Assistant of Port Trust. In the counter affidavit, it is stated that there is no understanding that the Port Trust will continue to supply power to those who are storing sea food including the petitioner. It is further stated in the counter affidavit that it is specifically made in the letter agreeing to supply power that in case the Port Trust is not in a position to supply power, the petitioner must make its own arrangement for getting the power supply and all the allegations made in the writ affidavit have been denied.

It is submitted by the learned counsel for the petitioner that though the petitioner was willing to avail power supply from APSEB, the respondent itself insisted upon the petitioner to avail the power supply from the Port Trust and suddenly, if the power supply is withdrawn, it would be arbitrary and unreasonable. The learned counsel Ms.Uma, representing Mr.K.Srinivasa Murthy, the learned counsel for the respondent, submits that under the lease deed, dated 10.06.1981, no obligation casts upon the Port Trust to supply power and as a matter of convenience, the petitioner was allotted the land.

It is not denied before this Court that Visakhapatnam Port Trust is not generating any electricity. It is bulk consumer availing power supply from APSEB. Therefore, there

is no obligation on the part of the Port Trust to supply electricity to any of its tenants, lessees or licensees. Further, unless a licence is obtained under Section 14 of the Electricity Act, 2003, no person can transmit electricity. The Port Trust has not obtained any transmission licence from Regulatory Commission and therefore, it would be an offence to supply electricity without licence. Be that as it is, by the impugned order, the petitioner was given three months time to avail power supply from APSEB (now AP TRANSCO). If suddenly the power supply to the petitioner's unit is disconnected, it would be unreasonable. Therefore, the petitioner is given liberty to approach the AP Eastern Power Distribution Corporation Limited (APEPDCL)/AP TRANSCO immediately by way of an application within a period of one week from today, and as and when such application is made, the APEPDCL/AP TRANSCO may consider and sanction power supply as early as possible. The petitioner is given two months time or till power supply is availed, whichever is earlier, and till then, the petitioner may be permitted to avail power supply from the respondent Port Trust.

The writ petition, with the above observations, is accordingly disposed of. No costs.

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(V.V.S.RAO,J)

01.02.2006

Note: Issue CC in one week.

(By order)

VGB